

**NOTICE OF CLASS ACTION SETTLEMENT**

**TO: «FIRST- NAME» «LAST- NAME»**

You are receiving this notice because records indicate that you are an attorney who may have communicated with one or more clients who were detained at Leavenworth Detention Center (“LDC”) between August 1, 2013 and May 10, 2020 and whose communications may be the subject of a settlement.

**YOU may be entitled to benefits in a settlement in the action titled**  
*Johnson, et. al. v. Corecivic, et. al.*, Case No. 16-cv-947-SRB

*A court authorized this notice. This is not a solicitation from a lawyer.*

**YOUR ESTIMATED SETTLEMENT AMOUNT: \$XXX**

**THIS NOTICE AFFECTS YOUR LEGAL RIGHTS. PLEASE READ IT CAREFULLY.**

**YOU MUST MAKE YOUR DECISION ON OR BEFORE [INSERT 60 DAYS FROM MAILING]**

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT	
<b>RETURN THE ATTACHED CLAIM FORM [INSERT 60 DAYS FROM MAILING]</b>	Receive your allocated settlement amount and release any and all claims or causes of action arising out of or relating to the interception, monitoring, recording, disclosure, and/or use of communications at LDC that were, could have been, or should have been asserted by you and any claims or causes of action arising out of or relating to any related facts, conduct, omissions, transactions, occurrences, or matters that were or could have been alleged in the lawsuit, including but not limited to claims under the state and federal wiretap statutes.
<b>DO NOTHING</b>	If you do not file a timely, valid claim form and do not timely Opt Out, <b>you will remain a Participating Settlement Class Member and will release any and all claims or causes of action</b> arising out of or relating to the interception, monitoring, recording, disclosure, and/or use of communications at LDC that were, could have been, or should have been asserted by you and any claims or causes of action arising out of or relating to any related facts, conduct, omissions, transactions, occurrences, or matters that were or could have been alleged in the lawsuit, including but not limited to claims under the state and federal wiretap statutes, but you will not receive any funds under the settlement. <b>Instead, your funds will be distributed in equal parts to</b>

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	<b>Kansas Legal Services and Legal Aid for Western Missouri, as set forth in Section 13 of this notice.</b> If you want to receive funds in connection with the settlement, you must file a timely, valid claim form.
<b>WITHDRAW CONSENT (“OPT OUT”)</b>	Submit a timely, written Opt Out form. You will not recover anything under this settlement but will retain any rights you may have over the claims in this case, subject to the applicable statutes of limitations.
<b>OBJECT</b>	Write to the Court about why you do not like the settlement and testify about the fairness of the settlement. If you object, you cannot Opt Out of the settlement.

- Your options are explained in this notice. To ask to be excluded, you must act before **DATE**.
- Any questions? Read on and visit **[www.mowiretapclassaction.com](http://www.mowiretapclassaction.com)**.

## BASIC INFORMATION

### 1. Why did I get this notice?

The purpose of this Notice is to: (i) inform you of the existence of a settlement between Plaintiff and Defendants Corecivic, Inc. (formerly known as Corrections Corporation of America) and Securus Technologies, Inc. (collectively, “Defendants”) for allegations relating to the alleged interception, monitoring, recording, disclosure, and/or use of communications between attorneys and their clients who were detained, (ii) to advise you that you may be entitled to benefits under this settlement, (iii) to inform you of your legal rights and options in this settlement, and (iv) to instruct you on the procedure for participating in this settlement. You have been sent this Notice because information provided by Defendants indicates that you may have had communications (by phone and/or in-person) with clients who were detained at the Leavenworth Detention Center between August 31, 2013 and May 10, 2020 that may bring you within the scope of this settlement. Judge Stephen R. Bough, of the United States District Court for the Western District of Missouri is overseeing this class action. The lawsuit is known as *Johnson, et al., v. Corecivic, et. al.*, Case No. 16-cv-947-SRB.

### 2. What is this lawsuit about?

This lawsuit is about whether Defendants unlawfully intercepted, monitored, recorded, disclosed, or used communications between attorneys and their clients who detained at LDC. Plaintiff asserts claims under Title III of the Omnibus Crime Control and Safe Streets Act of 1968, 18 U.S.C. §§ 2510 – 2522, and Kansas and Missouri state wiretapping laws, K.S.A. § 22-2515 and R.S.Mo. §§ 542.400, *et. seq.*

Defendants deny all of the allegations in Plaintiff’s Complaint and deny they violated any laws. Defendants further maintain that all parties to the communications consented to any interception, monitoring, recording, disclosure, or use. The Court has not decided who is right and who is wrong, or weighed the arguments of either side. The parties, however, agreed to a settlement.

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You are entitled to participate in the settlement in exchange for a release of any and all claims or causes of action arising out of or relating to the interception, monitoring, recording, disclosure, and/or use of communications (including but not limited to telephone communications, in-person communications, and video communications) at the Leavenworth Detention Center that were, could have been, or should have been asserted by you and any claims or causes of action arising out of or relating to any related facts, conduct, omissions, transactions, occurrences, or matters that were or could have been alleged in the lawsuit, including but not limited to claims under the state and federal wiretap statutes.

### 3. Summary of the Settlement

To settle the case, Defendants agreed to pay up to a total of \$3,700,000.00 (“Gross Settlement Fund”) inclusive of all alleged damages, penalties, interest, costs, attorneys’ fees, and taxes. If you choose to participate in this settlement and file a timely, valid claim form, you will receive funds in connection with the settlement. An estimate of the amount you will receive under the settlement is located on page 1.

### 4. Your Settlement Amount

Your individual settlement amount is based on a formula that took into consideration a number of factors, including whether the communications at issue were in-person or over the phone. Any amount you receive under the settlement is free and clear of attorneys’ fees and litigation costs.

If the Court approves the settlement and all other conditions of the Settlement Agreement And Release are satisfied, your settlement payment will be reported as other income for tax purposes and will be reported on an IRS Form 1099. You shall be solely responsible for the payment of any local, state, or federal taxes resulting from or attributable to the payments received under this settlement. You should consult a tax preparer if you have any tax-related questions.

**You will have 180 days to cash your settlement checks after they are issued.** Any uncashed checks will be voided after 180 days and your amount will be directed in equal parts to Kansas Legal Services and Legal Aid of Western Missouri. After that, you will be unable to obtain payment. It is important that you inform the settlement administrator if you have made a claim but not received your check.

### 5. Attorneys’ Fees, and Costs and Service Awards

Plaintiff’s Counsel are asking the Court to award them 35% of the total settlement for attorneys’ fees, inclusive of the litigation costs they have paid to litigate the case. Such fees and costs payments will be subject to the Court’s approval. ***Please note, these amounts have already been deducted from the total estimated settlement amount and the estimated settlement amount listed above will not be subject to any further deductions for attorneys’ fees or costs.***

In addition, Plaintiff David Johnson and former plaintiff Adam Crane, intend to seek Service Awards from the Court in an amount not to exceed \$25,000.00 each. These Service Awards are for work helping the attorneys prepare the case for trial. ***Again, these amounts have already been deducted from the total estimated settlement amount and your estimated settlement amount listed above will not be subject to any further deductions for Service Awards.***

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Participating Settlement Class Members may object to the terms of the settlement and/or to the Class Counsels' request for attorneys' fees and costs, and/or to the Service Award(s). The process for making an objection is described below at Paragraph 8, Option D.

## 6. Approval of the Settlement and Fairness Hearing

The settlement is subject to Court approval and satisfaction of all conditions set forth in the Settlement Agreement And Release filed with the Court. Plaintiff and Defendants will jointly ask the Court on or before **Date** to finally approve the settlement. The Court will hold a hearing to determine whether the settlement is fair, reasonable, and adequate before approving. ***You are not required or expected to attend the hearing, but have the opportunity to do so if you choose.***

The final approval hearing will be held December 9, 2020 at 10 a.m. at the United States District Court for the Western District of Missouri, Charles Evans Whittaker U.S. Courthouse, 400 E. 9th Street, Kansas City, MO 64106, Courtroom 8B.

If the Court approves the settlement and if all conditions set forth in the Settlement Agreement And Release are satisfied, Defendants will deliver all settlement funds to the Settlement Administrator for distribution to Participating Claimants pursuant to the terms of the Settlement Agreement And Release.

If the Court does not approve the proposed settlement, the case will proceed as if no settlement has been attempted. In that event, Defendants retain the right to contest whether this case can be maintained as a class action and to contest the merits of the claims being asserted by the Plaintiff in this action. If the settlement is not approved, there can be no assurance that the class will recover the amount provided for in this settlement, or anything at all.

## 7. YOUR RIGHTS AND OPTIONS IN THIS SETTLEMENT

You may file a claim form, do nothing, "Opt Out", or object to this settlement.

**Option A: Return the attached Claim Form and receive your settlement allocation.**

In order to receive your allocation under this settlement you **MUST POSTMARK OR RETURN YOUR CLAIM FORM** on or before **[INSERT 60 days from mailing]**

***By choosing this option, you release any and all claims or causes of action arising out of or relating to the interception, monitoring, recording, disclosure, and/or use of communications (including but not limited to telephone communications, in-person communications, and video communications) at the Leavenworth Detention Center that were, could have been, or should have been asserted by you and any claims or causes of action arising out of or relating to any related facts, conduct, omissions, transactions, occurrences, or matters that were or could have been alleged in the Lawsuit, including but not limited to claims under the state and federal wiretap statutes. This release applies to all such claims or causes of action arising out of or relating to communications occurring at any time between August 1, 2013 to May 10, 2020. For this reason, it is important that you read the Release attached to this Notice carefully and in its entirety.***

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**Option B: Do nothing – You will release your claims but not receive a monetary distribution.**

If you choose to do nothing, you will remain a part of the settlement and will release any and all claims or causes of action arising out of or relating to the interception, monitoring, recording, disclosure, and/or use of communications (including but not limited to telephone communications, in-person communications, and video communications) at the Leavenworth Detention Center that were, could have been, or should have been asserted by you and any claims or causes of action arising out of or relating to any related facts, conduct, omissions, transactions, occurrences, or matters that were or could have been alleged in the Lawsuit, including but not limited to claims under the state and federal wiretap statutes. This release applies to all such claims or causes of action arising out of or relating to communications occurring at any time between August 1, 2013 to May 10, 2020. For this reason, it is important that you read the Release attached to this Notice carefully and in its entirety. If you choose this option and do not file a timely, valid claim form, you will not receive funds under the settlement.

**Option C: Reject the settlement and Opt Out of this case.**

If you choose to reject the settlement and Opt Out of this case, you must provide written notice of your Opt Out to the Settlement Administrator and it must be postmarked or received by **[60 days from mailing] at 5:00 pm Central Time**. If you timely Opt Out, your claims will be dismissed by the Court without prejudice and you will not collect any distribution in connection with the settlement. You will also no longer be represented by Class Counsel unless they agree to a new representation of you.

**Option D: Object to the terms of the settlement.**

If you are a member of the Settlement Class and you do not Opt Out of the suit, you may object to the terms of the settlement. If you object and the settlement is approved, you will be barred from bringing your own individual lawsuit asserting claims related to the matters referred to in the lawsuit, and you will be bound by the final judgment and release and all Orders entered by the Court. You may, but need not, enter an appearance through counsel of your choice. If you do, you will be responsible for your own attorneys' fees and costs.

If you object to the settlement, you must, on or before **[60 days from mailing Notice]** serve upon Michael Hodgson of The Hodgson Law Firm, 3609 SW Pryor Rd., Lee's Summit, MO 64082 (class counsel), Ryan Harding, Husch Blackwell **INSERT CONTACT INFORMATION**, (counsel for Securus Technologies, Inc.) and Amy D. Fitts of Polsinelli PC, 900 W. 48<sup>th</sup> Place, Kansas City, MO 64112 (counsel for Corecivic, Inc.), a written objection including the following: (a) your full name, address and telephone number, (b) a brief written statement of all grounds for the objection accompanied by any legal support for your objection, (c) copies of any papers, briefs or other documents upon which the objection is based, (d) a list of all persons who will be called to testify in support of the objection, (e) a statement of whether you intend to appear at the Fairness Hearing, and (f) your signature, even if you are represented by counsel. If you intend to appear at the Fairness Hearing through counsel, the objection must also state the identity of all attorneys representing you who will appear at the Fairness Hearing. Settlement Class members who do not timely make their

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objections in this manner will be deemed to have waived all objections and shall not be heard or have the right to appeal approval of the settlement.

## 8. Scope of Release

If you either return a timely, valid claim form or do nothing, you consent to remain a part of the Settlement Class in the above-captioned lawsuit and to participate in the settlement of this action. By so doing, you agree to release and waive any and all claims or causes of action arising out of or relating to the interception, monitoring, recording, disclosure, and/or use of communications (including but not limited to telephone communications, in-person communications, and video communications) at the Leavenworth Detention Center that were, could have been, or should have been asserted by you and any claims or causes of action arising out of or relating to any related facts, conduct, omissions, transactions, occurrences, or matters that were or could have been alleged in the Lawsuit, including but not limited to claims under the state and federal wiretap statutes. This release applies to all such claims or causes of action arising out of or relating to communications occurring at any time between August 1, 2013 to May 10, 2020. For this reason, it is important that you read the Release attached to this Notice carefully and in its entirety.

## 9. Your Responsibilities

It is your responsibility to keep the Settlement Administrator and Class Counsel informed of any change of address. You must act within the time periods set out in this Notice. The time periods will be strictly enforced. Failure to carry out any of these responsibilities could result in your failure to receive a settlement check. **Note: It is suggested that you keep proof of returning the claim form in a timely manner, including a return receipt request.** You may confirm receipt of your claim form with the Settlement Administrator.

## 10. Questions Regarding This Notice

If you have any questions regarding this notice, you can contact the Settlement Administrator, [insert third party] at [insert toll free number] or by emailing your question to [insert dedicated case email address].

## 12. Legal Counsel

**The Attorneys representing Plaintiff in this matter are as follows:**

**Michael Hodgson, Attorney**  
**The Hodgson Law Firm, LLC**  
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### 13. Cy Pres Beneficiaries

The parties have agreed that no monies shall revert to Defendants in the event the Net Settlement Fund is not fully depleted by distributions to Participating Claimants in accordance with the terms of the Settlement Agreement. Instead, any funds remaining in the Net Settlement Fund after all distributions to Participating Claimants are made in accordance with Settlement Agreement shall be donated in equal parts to Kansas Legal Services and Legal Aid of Western Missouri. More information about the *cy pres* beneficiaries can be found at <https://www.kansaslegalservices.org/> and <https://lawmo.org/>.